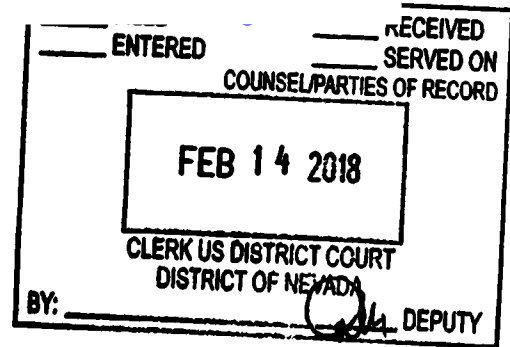


1 ROGER A. BERGMANN
2 STATE BAR NO. 733
3 A PROFESSIONAL CORPORATION
4 4947 W. LAKERIDGE TERRACE LANE
5 RENO, NV 89509



6 UNITED STATES DISTRICT COURT
7 FOR THE DISTRICT OF NEVADA

8 *****

9 THE UNITED STATES OF AMERICA,

10 Plaintiff,

IN EQUITY

11 vs.

3:73-cv-0003-LDG

12 ORR WATER DITCH COMPANY, et. al,

13 Defendant.
14 _____/

15 AGREEMENT OF MANDATORY SIGNATORY PARTIES FOR
16 APPROVAL OF TRUCKEE RIVER OPERATING AGREEMENT BUDGET FOR
17 FISCAL YEAR OCTOBER 1, 2017 TO SEPTEMBER 30, 2018.

18 Pursuant to Section 2.C.3 of the Truckee River Operating Agreement
19 dated September 6, 2008 the required approval is needed of a majority of the
20 three parties, to wit: The United States of America, the State of California and
21 the State of Nevada.

22 The Federal Water Master, Chad Blanchard, the designated
23 "Administrator," herein, submits to the Court, for its approval, the signed
24 Budget Agreement for the fiscal year October 1, 2017 to September 30, 2018,
25 which Agreement is signed by the required majority of the mandatory
26 signors, attached hereto as Exhibit "A". The projected budget is the sum of
27 \$1,550,000.00, which sum will be paid from the stipulated funding now in
28

1 the possession of the Administrator. Once the parties sign, we are asking the
2 Court for approval.

3 The Federal Water Master, Chad Blanchard, also submits to the
4 Court, for its approval, the signed Budget Agreement for the past fiscal year,
5 October 1, 2016 to September 30, 2017, which Agreement is signed by the
6 required majority of the mandatory signors, attached hereto as Exhibit "D".
7 Approval is also requested for the audited Financial Report for
8 administration of the Truckee River Operating Agreement to be filed for the
9 fiscal year October 1, 2016 to September 30, 2017.

10 The Federal Water Master, Chad Blanchard, also submits for
11 approval by the Mandatory Signatory Parties, his proposed tentative budget
12 for the Truckee River Operating Agreement for fiscal years October 1, 2018
13 to September 30, 2019, as Exhibit "B" attached hereto. The projected budget
14 is the sum of \$1,500,000.00, which sum will be paid from the stipulated
15 funding now in the possession of the Administrator.

16 The Federal Water Master, Chad Blanchard, also submits for
17 approval by the Mandatory Signatory Parties, his proposed tentative budget
18 for the fiscal year October 1, 2019 to September 30, 2020, as Exhibit "C"
19 attached hereto. The projected budget is the sum of \$1,500,000.00, which
20 sum will be paid from the assessment of the Mandatory Signatory Parties as
21 follows:

United States of America	\$ 600,000.00
State of Nevada	600,000.00
State of California	<u>300,000.00</u>
	\$1,500,000.00

1 These proposed tentative budgets are designed to give the Parties notice,
2 and ample time to prepare for future budgets for the Truckee River
3 Operating Agreement. Signatures to this Agreement are not bound by these
4 budgets, as costs and expenses may vary from year to year as circumstances
5 may change, and actual budgets are submitted each year.
6

7 This Agreement may be executed in two or more counterparts
8 (including by facsimile or by an electronic scan delivered by electronic mail),
9 each of which shall be deemed an original, but all of which together shall be
10 considered one and the same agreement, and shall become effective when
11 counterparts have been signed by each of the Mandatory Signatory Parties
12 hereto and delivered to the other Mandatory Signatory Parties, it being
13 understood that all Mandatory Signatory Parties need not sign the same
14 counterpart
15

16 By executing this document, the parties hereby give their approval
17 of the Budget as submitted, and submit the same to the Court for its approval.
18

19 DATED THIS 11th DAY OF December 2017.
20

21
22 **U.S. DISTRICT COURT WATER MASTER**
23

24 By: Chad Blanchard
25

26 CHAD BLANCHARD
27

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UNITED STATE OF AMERICA

BY: _____
Print Name _____
Title: _____
Dated: _____

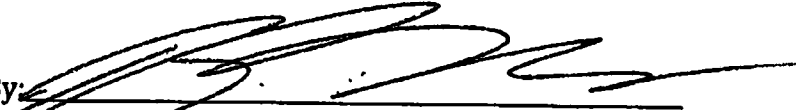
STATE OF NEVADA

By: _____
Print Name: _____
Title: _____
Date: _____

STATE OF CALIFORNIA

By:  _____
Print Name: ERIC S. KOFF
Title: Deputy Director
Date: 1/30/18

ROGER A. BERGMANN, A PROFESSIONAL CORPORATION

By:  _____
Roger A. Bergmann, Attorney for
U.S. District Court Water Master

APPROVED BY THIS COURT.

DATE: _____

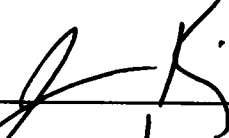
United States District Judge

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UNITED STATE OF AMERICA

BY: _____
Print Name _____
Title: _____
Dated: _____

STATE OF NEVADA

By:  _____
Print Name: JASON KING
Title: NEVADA STATE ENGINEER
Date: _____

STATE OF CALIFORNIA

By: _____
Print Name: _____
Title: _____
Date: _____

ROGER A. BERGMANN, A PROFESSIONAL CORPORATION

By:  _____
Roger A. Bergmann, Attorney for
U.S. District Court Water Master

APPROVED BY THIS COURT.

DATE: _____

United States District Judge

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UNITED STATE OF AMERICA

BY: _____
Print Name _____
Title: _____
Dated: _____

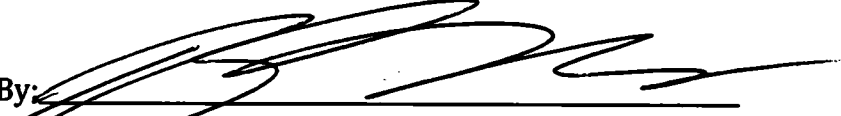
STATE OF NEVADA

By: _____
Print Name: _____
Title: _____
Date: _____

STATE OF CALIFORNIA

By: _____
Print Name: _____
Title: _____
Date: _____

ROGER A. BERGMANN, A PROFESSIONAL CORPORATION

By: 
Roger A. Bergmann, Attorney for
U.S. District Court Water Master

APPROVED BY THIS COURT.

DATE: 16 February 2018


United States District Judge
Lloyd D. George

Exhibit "A"

In Equity 3:73-cv-0003-LDG

U.S. District Court - Chad J Blanchard, TROA Administrator
Truckee River Operating Agreement Administration

Budgeted

Statements of Revenues, Expenses and Retained Earnings Fiscal Year ending September 30, 2018

Budgeted Revenues

TROA Administration (Reserves)	\$1,550,000
Administrative Fees - United States	\$0
Administrative Fees - State of Nevada	\$0
Administrative Fees - State of California	\$0

Total Budgeted Revenue **\$1,550,000**

Budgeted Expenses

Computer Software & Licensing	\$74,532
Depreciation	\$32,878
Habitat Restoration Fund	\$50,000
Hearing Officer	\$150,000
Payroll Taxes	\$29,812
Professional, Legal & Audit Fees	\$59,500
Rent, Supplies & Overhead	\$93,036
RiverWare Modeling & Technical Consulting	\$352,500
Stream Gaging & Telemetry Data Retrieval	\$95,040
Travel & Conference	\$11,820
TROA Administration Salaries & Benefits	<u>\$581,997</u>

Total Budgeted Operating Expenses **\$1,531,115**

Budgeted Net Income (Loss) **\$18,885**
Item Not Affecting Working Capital (Depreciation) 32,878

Total Budgeted Working Capital Provided **\$51,764**
Working Capital Applied To Budgeted Equipment Acquisitions -50,928

Budgeted Increase (Decrease) in Working Capital **\$836**

Exhibit "B"

In Equity 3:73-cv-0003-LDG

U.S. District Court - Chad J Blanchard, TROA Administrator
Truckee River Operating Agreement Administration

Budgeted

Statements of Revenues, Expenses and Retained Earnings Fiscal Year ending September 30, 2019

Budgeted Revenues

TROA Administration (Reserves)	\$1,500,000
Administrative Fees - United States	\$0
Administrative Fees - State of Nevada	\$0
Administrative Fees - State of California	\$0

Total Budgeted Revenue	\$1,500,000
-------------------------------	--------------------

Budgeted Expenses

Computer Software & Licensing	\$52,609
Depreciation	\$33,536
Habitat Restoration Fund	\$50,000
Hearing Officer	\$120,000
Payroll Taxes	\$32,458
Professional, Legal & Audit Fees	\$61,725
Rent, Supplies & Overhead	\$94,544
RiverWare Modeling & Technical Consulting	\$304,000
Stream Gaging & Telemetry Data Retrieval	\$117,270
Travel & Conference	\$12,116
TROA Administration Salaries & Benefits	<u>\$605,283</u>

Total Budgeted Operating Expenses	\$1,483,539
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Budgeted Net Income (Loss)	\$16,461
Item Not Affecting Working Capital (Depreciation)	<u>33,536</u>

Total Budgeted Working Capital Provided	\$49,997
Working Capital Applied To Budgeted Equipment Acquisitions	<u>-50,000</u>

Budgeted Increase (Decrease) in Working Capital	-\$3
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Exhibit "C"

In Equity 3:73-cv-0003-LDG

U.S. District Court - Chad J Blanchard, TROA Administrator
Truckee River Operating Agreement Administration

Budgeted

Statements of Revenues, Expenses and Retained Earnings Fiscal Year ending September 30, 2020

Budgeted Revenues

TROA Administration (Reserves)	\$0
Administrative Fees - United States	\$600,000
Administrative Fees - State of Nevada	\$600,000
Administrative Fees - State of California	\$300,000

Total Budgeted Revenue	\$1,500,000
-------------------------------	--------------------

Budgeted Expenses

Computer Software & Licensing	\$54,843
Depreciation	\$34,207
Habitat Restoration Fund	\$50,000
Hearing Officer	\$100,000
Payroll Taxes	\$34,081
Professional, Legal & Audit Fees	\$63,668
Rent, Supplies & Overhead	\$96,091
RiverWare Modeling & Technical Consulting	\$300,000
Stream Gaging & Telemetry Data Retrieval	\$120,367
Travel & Conference	\$12,418
TROA Administration Salaries & Benefits	<u>\$625,247</u>

Total Budgeted Operating Expenses	\$1,490,922
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Budgeted Net Income (Loss)	\$9,078
Item Not Affecting Working Capital (Depreciation)	<u>34,207</u>

Total Budgeted Working Capital Provided	\$43,284
Working Capital Applied To Budgeted Equipment Acquisitions	<u>-43,500</u>

Budgeted Increase (Decrease) in Working Capital	-\$216
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1 ROGER A. BERGMANN
2 STATE BAR NO. 733
3 A PROFESSIONAL CORPORATION
4 4947 W. LAKERIDGE TERRACE LANE
5 RENO, NV 89509

Exhibit "D"

6 **UNITED STATES DISTRICT COURT**

7 **FOR THE DISTRICT OF NEVADA**

8 *****

9 THE UNITED STATES OF AMERICA,

10 Plaintiff,

IN EQUITY

11 vs.

3:73-cv-0003-LDG

12 ORR WATER DITCH COMPANY, et. al,

13 Defendant.

14 **AGREEMENT OF MANDATORY SIGNATORY PARTIES FOR APPROVAL**
15 **OF TRUCKEE RIVER OPERATING AGREEMENT BUDGET FOR FISCAL YEAR**
16 **OCTOBER 1, 2016 TO SEPTEMBER 30, 2017.**

17 Pursuant to Section 2.C.3 of the Truckee River Operating Agreement
18 dated September 6, 2008 the required approval is needed of a majority of the three
19 parties , to wit: The United States of America, the State of California and the State of
20 Nevada.

21 The Federal Water Master, Chad Blanchard, the designated "Administrator"
22 herein, has submitted the Budget attached hereto to as Exhibit "A" to the parties for
23 their approval.
24

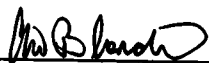
25 This Agreement may be executed in two or more counterparts (including by
26 facsimile or by an electronic scan delivered by electronic mail), each of which shall
27 be deemed an original, but all of which together shall be considered one and the
28

1 same agreement, and shall become effective when counterparts have been signed by
2 each of the Mandatory Signatory Parties hereto and delivered to the other
3 Mandatory Signatory Parties, it being understood that all Mandatory Signatory
4 Parties need not sign the same counterpart
5

6 By executing this document, the parties hereby give their approval of the
7 Budget as submitted, and submit the same to the Court for its approval.

8 DATED THIS 23rd DAY OF Feb 2017.

9 **U.S. DISTRICT COURT WATER MASTER**

10 By: 
11 CHAD BLANCHARD

12
13 **UNITED STATE OF AMERICA**

14 BY: _____

15 Print Name: _____

16 Title: _____

17 Dated: _____

18 **STATE OF NEVADA**

19 By: _____

20 Print Name: _____

21 Title: _____

22 Date: _____

23 **STATE OF CALIFORNIA**

24 By: _____

25 Print Name: _____

26 Title: _____

27 Date: _____

28

1 same agreement, and shall become effective when counterparts have been signed by
2 each of the Mandatory Signatory Parties hereto and delivered to the other
3 Mandatory Signatory Parties, it being understood that all Mandatory Signatory
4 Parties need not sign the same counterpart
5

6 By executing this document, the parties hereby give their approval of the
7 Budget as submitted, and submit the same to the Court for its approval.

8 DATED THIS _____ DAY OF _____ 2017.

9 **U.S. DISTRICT COURT WATER MASTER**

10 By: _____
11 CHAD BLANCHARD

12
13 **UNITED STATE OF AMERICA**

14 BY: _____
15 Print Name _____
16 Title: _____
17 Dated: _____

18 **STATE OF NEVADA**

19 By: _____
20 Print Name: Jason King
21 Title: STATE ENGINEER
22 Date: 2/1/17

23 **STATE OF CALIFORNIA**

24 By: _____
25
26 Print Name: _____
27 Title: _____
28 Date: _____

1 same agreement, and shall become effective when counterparts have been signed by
2 each of the Mandatory Signatory Parties hereto and delivered to the other
3 Mandatory Signatory Parties, it being understood that all Mandatory Signatory
4 Parties need not sign the same counterpart
5

6 By executing this document, the parties hereby give their approval of the
7 Budget as submitted, and submit the same to the Court for its approval.

8 DATED THIS _____ DAY OF _____ 2017.

9 **U.S. DISTRICT COURT WATER MASTER**

10 By: _____
11 CHAD BLANCHARD

12
13 **UNITED STATE OF AMERICA**

14 BY: _____

15 Print Name: _____

16 Title: _____

17 Dated: _____

18 **STATE OF NEVADA**

19 By: _____

20 Print Name: _____

21 Title: _____

22 Date: _____

23 **STATE OF CALIFORNIA**

24 By:  _____

25 Print Name: Gary Bordini

26 Title: Deputy Director

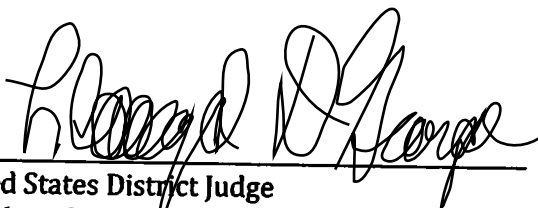
27 Date: 2/22/17

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APPROVED BY THIS COURT.

DATE: 16 February 2018



United States District Judge
Lloyd D. George

Exhibit "A"

In Equity 3:73-cv-0003-LDG
U.S. District Court - Chad J Blanchard, TROA Administrator
Truckee River Operating Agreement Administration

Budgeted
Statements of Revenues, Expenses and Retained Earnings
Fiscal Year ending September 30, 2017

Budgeted Revenues	
TROA Administration	<u>\$1,464,045</u>
Total Budgeted Revenue	\$1,464,045
Budgeted Expenses	
Computer Software & Licensing	\$92,925
Depreciation	\$20,812
Habitat Restoration Fund	\$50,000
Hearing Officer	\$60,000
Payroll Taxes	\$27,946
Professional, Legal & Audit Fees	\$50,000
Rent, Supplies & Overhead	\$109,464
RiverWare Modeling & Technical Consulting	\$285,000
Stream Gaging & Telemetry Data Retrieval	\$150,012
Travel & Conference	\$15,000
TROA Administration Salaries & Benefits	<u>\$557,986</u>
Total Budgeted Operating Expenses	\$1,419,144
Budgeted Net Income (Loss)	\$44,900
Item Not Affecting Working Capital (Depreciation)	<u>20,812</u>
Total Budgeted Working Capital Provided	\$65,712
Working Capital Applied To Budgeted Equipment Acquisitions	<u>-65,712</u>
Budgeted Increase (Decrease) in Working Capital	\$0